

Issuance Date: November 2, 2012  
Pre-Bid Meeting: November 9, 2012  
Bid Opening Date: November 20, 2012  
BMA Approval Date: December 10, 2012

**CITY OF GERMANTOWN  
INVITATION TO BID  
ATHLETIC FIELDS SCOREBOARDS**



**1930 S. Germantown Road  
Germantown, TN 38138**



# CITY OF GERMANTOWN TENNESSEE

1930 South Germantown Road • Germantown, Tennessee 38138-2815  
Phone (901) 757-7200 Fax (901) 757-7292 www.germantown-tn.gov

## REQUEST FOR BIDS

Date: November 2, 2012

The City of Germantown, Tennessee, will accept Bids on:

### ATHLETIC FIELDS SCOREBOARDS

Bid shall be mailed in a **sealed envelope** marked "**SCOREBOARDS**" in the lower left-hand corner of the envelope and addressed to Purchasing Officer, City of Germantown, P. O. Box 38809, Germantown, TN 38183-0809 or, **if using express mail** (Fed Ex, Priority Mail, etc), address to 1930 S. Germantown Rd., Germantown, TN 38138. Please place in a sealed envelope inside the express mail packaging. (*Bid must be received by the City prior to the time indicated below.*) **Please mark envelope with the name of the Bid.**

**BID DATE: Bid shall be opened at 1930 S. Germantown Rd at 2:00 p.m. on November 20, 2012.**

**A pre-bid meeting will be held at 1930 S. Germantown Rd at 9 a.m. on November 9, 2012**

All purchases are F.O.B. Germantown, Tennessee per attached specifications.

The City reserves the right to accept or reject any Bid, to accept a Bid containing variations from these specifications if the Bid so merits, and to accept partial Bids. *Bids must be submitted on the Bid document that the City issues and it must be signed.*

The Successful Bidder shall be prohibited from discriminating against any individual due to his race, creed, color, national origin, age or sex.

The City may waive any informalities or minor irregularities. The Board of Mayor and Aldermen is the final authority and shall have the right to reject any single Bid or all Bids submitted.

See attached Specifications, Bid Sheet, Drug and Alcohol Testing Acknowledgment Statement and Affidavit along with Company's Testing Policy, and Contractor's Qualifications and Reference Form that must be returned as part of the Bid. Returning the form for disclosure of the Title VI and Title IX information is voluntary.

The Standard Germantown Services and/or Products Contract and Insurance Certifications are included and will be required from the selected Bidder.

Sincerely,

***Lisa A. Piefer***

Lisa A. Piefer  
Purchasing Officer

## **SPECIAL NOTICE**

### **DOCUMENTS:**

All contractors bidding on this project for the City of Germantown are required to use the Documents contained herein.

### **License Information:**

All bidders must include their State of Tennessee contractor's license information, including the expiration date, on the outside of the bid envelope.

### **Insurance:**

It is recommended that contractors consult with their insurance agent(s) to assure themselves that they can obtain the required insurance coverage set out in the Insurance Documents and that their insurance agent(s) is authorized to execute the required Certificate of Insurance Coverage.

### **Documents to be Executed:**

A BIDDER should only execute the BID SHEET, DRUG AND ALCOHOL ACKNOWLEDGMENT STATEMENT AND AFFIDAVIT and the CONTRACTOR QUALIFICATION & REFERENCES, when making a BID. The remaining forms contained in the CONTRACT DOCUMENTS will be required to be executed and complied with only by the successful BIDDER after notice of the award has been issued.

### **Additional Information:**

General and/or technical questions relating to this solicitation shall be submitted in writing to the City of Germantown, Purchasing Officer via e-mail at [Purchasing@germantown-tn.gov](mailto:Purchasing@germantown-tn.gov) .

# CITY OF GERMANTOWN ATHLETIC FIELDS SCOREBOARDS SPECIFICATIONS

## **Scope:**

The City of Germantown is seeking vendors to purchase eight (8) scoreboards for the athletic fields at the following City parks and athletic fields:

- |                      |                       |   |
|----------------------|-----------------------|---|
| • Cameron-Brown Park | 8620 Farmington Blvd. | 4 ea. Baseball/Softball (8'x 3')<br>1 ea. Baseball (nine innings) (18' x3') |
| • Houston Levee Park | 9755 Wolf River Blvd. | 3 ea. Baseball/Softball (8'x 3')  |

These scoreboards are intended to replace scoreboards that are currently at these locations. These scoreboards must fit the existing support structures from the original scoreboards and must connect to the existing power supply.

The City also requests unit pricing on the installation of the new scoreboards and removal of existing scoreboards. At the City's option, a unit price is also requested for Sponsor panels for the model of scoreboard provided by bidder.

## **GENERAL INFORMATION AND REQUIREMENTS:**

1. **There will be a non-mandatory pre-bid meeting at 9 a.m. on November 9, 2004 at the Municipal Center, 1930 South Germantown Road.** If necessary, bidders attending this meeting will travel to each park or athletic field to inspect the installation sites.
2. All questions concerning this project should be sent via e-mail to [Purchasing@germantown-tn.gov](mailto:Purchasing@germantown-tn.gov) by November 12, 2012 at 5pm CST.
3. All items must be bid per the specifications or with **an acceptable equal**. Nothing in these specifications should be construed as vendor-specific or proprietary to any one manufacturer. Any reference to a specific brand or model number is intended to provide a guideline for an acceptable product or item. Any alternate equal products must be fully disclosed, described and supported with submitted documentations. The City staff will make the final decision on the selected product based on what best fits the needs for the City.
4. All specification sheets, data sheets, diagrams and drawings of the equipment proposed must be included with the bid documents.
5. This scoreboard project is expected to exceed \$25,000. All bidders must be licensed and in good standing under the Tennessee Code Annotated Sections 62-6-101 et seq.

6. All equipment specified under these bid specifications should include reasonable and typical product and installation warranties. Bidders must submit complete information describing the term and nature of all warranties provided. At a minimum, the scoreboards installation shall be warranted for one (1) year.
7. One vendor will be selected to supply all equipment specified for this bid.
8. The selected bidder will be required to enter into a standard Germantown contract and required insurance certifications as specified in these documents.
9. The City reserves the right to accept or reject any Bid, to accept a Bid containing variations from these specifications if the Bid so merits, and to accept partial Bids.
10. The bidder must ensure that the bid submitted is complete and includes all equipment and parts necessary for a fully functioning scoreboard system.
11. References for two similar installations, preferably in the Memphis metro, must be submitted.
12. All pricing must be quoted F.O.B. Germantown, TN.

# **SCOREBOARD** **SPECIFICATIONS**

## **SCOREBOARD**

### **PART 1 – GENERAL**

#### **1.01 SECTION INCLUDES**

- A. Main LED Aluminum Scoreboard
- B. Quantity of Eight

#### **1.02 SUMMARY**

- A. Provide the equipment specified and must meet or exceed all size and functional requirements.

#### **1.03 SUBMITTALS**

- A. Submit product literature for approval, to confirm specifications are met, prior to ordering material for fabrication, modification, and subsequent delivery to jobsite.

#### **1.04 DELIVER, STORAGE, AND HANDLING**

- A. Product to be delivered to site and shall be the responsibility of the contractor until installation is complete
- B. Scoreboard and equipment to be housed in a clean, dry environment.

#### **1.05 QUALITY ASSURANCE - ALL BIDDERS MUST MEET ALL SPECIFIED REQUIREMENTS**

- A. Source limitation: All components including scoreboard, control, and other accessories shall be products of a single manufacturer.
- B. Manufacturer qualifications: Company specializing in manufacturing electronic scoreboards with five (5) years minimum experience.
- C. Scoreboards shall be designed for exterior installation with weatherproof housing and optical isolation circuitry to reduce potential damage from electrical storms.
- D. Should service be necessary, modular “plug and play” components will be housed in an internal protective enclosure.
- E. Scoreboards and other electrical components shall be certified for use in United States and Canada by Underwriter Laboratories, (UL) Inc. and shall bear UL label only.
- F. Scoreboards and other electrical components shall be electrically grounded in accordance with National Electrical Code (NEC), Article 600.
- G. Scoreboard cabinetry and attachment shall meet or exceed the 2009 IBC standard of 150 mph wind loading.
- H. Scoreboard must have built-in lightning protection-the feature fiber-optic isolation circuitry proving additional protection against lightning strikes.
- I. LED digits must have a conformal coating to protect against moisture, dust, chemicals, and temperature extremes.
- J. Scoreboard must have Aluminum faces and perimeter frame: Fabricated from .050 minimum thicknesses, ASTM B221 aluminum sheet with reinforcement and slotted mounting brackets top and bottom.

- K. Finish: Acrylic polyurethane paint. Color as selected by City of Germantown from manufacturer's standard range.
  - 1. Provide white striping to separate scoreboard features.
- L. Brackets: Integrated universal bracket system.
- M. Fasteners, anchors, and other exposed hardware: Corrosion resistant.
- N. Electronics: Low voltage, solid state, 2-wire cable, multiplex system, quartz crystal controlled.
- O. Provide gold plated electrical contacts on interconnecting wiring to reduce corrosion and improve reliability.
- P. Provide optical communication circuitry to reduce threat of damage from electrical storms and ESD.
- Q. LED (light emitting diode) units: Seven-bar, segmented digits with protective aluminum cover, rated typical life 100,000 hours and be designed to provide excellent visibility from all angles and sides.
- R. Junction boxes where required: Sheet metal box and cover, [4-1/2 x 2-1/8 x 2-1/8 inches] [114 x 54 x 54 mm] min. complying with NEMA standards.
- S. Gasketed Digits: Digit faces shall contain an integrated seal to guard against moisture intrusion.

## **1.06 GUARANTEE**

- A. Guarantee to cover defects in materials and workmanship.
  - 1. Minimum five (5) years parts and factory labor guarantee for scoreboards, wired controls, LED segments, and accessories from invoice date.
  - 2. Minimum two (2) years part and factory labor guarantee for wireless controls and receivers from invoice date.
  - 3. Lifetime telephone support.
  - 4. Ability to offer extended warranty

## **PART 2: PRODUCTS**

### **2.01 MANUFACTURER**

- A. Nevco or acceptable equal vendor

### **2.1 SCOREBOARD 18'x6' INNING BY INNING**

- A. Type: Exterior, electronic baseball scoreboard with LED displays for number of player at bat, balls, strikes, outs, hit, error, scores by inning, and totals for runs, hits, and errors.
  - 1. Size: 18 feet long x 6 feet high x 8 inches deep.
  - 2. Approximate weight: 375 pounds
  - 3. White on black captions:
    - a. 10 inches high: "HOME", "GUESTS", "AT BAT", "BALL", "STRIKE", "OUT".
    - b. 8 inches high: Inning numbers "1" through "9", "TOTAL".
  - 4. High Intensity Red or Amber LED displays:
    - a. 18 inches high digits and letters: Balls, strikes, outs.
    - b. 14 inches high digits: Scores by inning and totals for runs.
  - 5. Power requirement: 300 Watts MAX w/ ETN's. 100-240 volts, AC 50/60 Hz. Including power factor correction. Requires earth ground accordance with NEC.

## 2.2 CONTROL CENTER FOR 18'x6' INNING BY INNING SCOREBOARD

- A. **Type: Handheld** wireless, basic, AA battery operated, sport specific, control center with receiver unit mounted at scoreboard;
  - 6. Unit shall comply with Part 15 of FCC Rules and Regulations.
  - 7. Control unit: High impact, break-resistant black ABS plastic Size: 3-1/4" x 5-1/2" x 7/8".
  - 8. Must have these Features:
    - a. Wireless operation within 1000 feet.
    - b. Has the capability to operate multiple scoreboards simultaneously.
    - c. System allows multiple controllers to link to individual scoreboards.
    - d. High visibility LCD display with a sealed keyboard.
    - e. Long battery life with indicator; include two AA batteries.
    - f. Single hand operation with a no slip grip.
    - g. Built-in belt clip.
    - h. Wireless signal strength meter and internal antenna.
  - 9. Receiver: Injection molded case, 5-1/2 by 3-3/4 by 2 inches mounted at scoreboard in accordance with instructions.
  - 10. Maximum range: 1,000 feet from control center to receiver.
  - 11. Power adapters: Provide for each scoreboard receiver.
    - a. Input: 120 volts, 0.4 amps, 50/60 Hz.
    - b. Output: 9 volts, 1.67 amps, 15 watts.
  - 12. Provide carrying case for up to two control centers.
    - a. Size: 18-1/2 x 14-1/2 x 6 inches.
    - b. Construction: Double wall, high density black polyethylene with padded interior, mechanical latches, and hinges.
  - 8. Provide suitable, RF transparent, NEMA 4 enclosure for receiver, to be located upon scoreboard.

## 2.3 SCOREBOARD 8'x3'

- A. Type: Exterior, electronic baseball scoreboard with LED displays for inning, scores, and LED indicators for balls, strikes, and outs
  - 1. Size: 8 feet long x 3 feet tall x 8 inches deep.
  - 2. Approximate weight: 85 pounds.
  - 3. White on black captions, 5 inches high: "HOME", "GUESTS", "INNING", "BALL", "STRIKE", "OUT".
  - 4. High Intensity Red or Amber LED displays, 14 inches high digits: Scores, inning.
  - 5. High Intensity Red or Amber LED circular indicators for BALL, STRIKE and OUT.
  - 6. Power requirement: 48 Watts MAX, 100-240 volts, AC 50/60 Hz. Including power factor correction. Requires earth ground accordance with NEC.

## 2.2 CONTROL CENTER FOR 8'x3' SCOREBOARD

- A. **Type: Handheld** wireless, basic, AA battery operated, sport specific, control center with receiver unit mounted at scoreboard;
  - 7. Unit shall comply with Part 15 of FCC Rules and Regulations.
  - 8. Control unit: High impact, break-resistant black ABS plastic Size: 3-1/4" x 5-1/2" x 7/8".
  - 9. Must have these Features:
    - c. Wireless operation within 1000 feet.



- d. Has the capability to operate multiple scoreboards simultaneously.
  - e. System allows multiple controllers to link to individual scoreboards.
  - f. High visibility LCD display with a sealed keyboard.
  - g. Long battery life with indicator; include two AA batteries.
  - h. Single hand operation with a no slip grip.
  - i. Built-in belt clip.
  - j. Wireless signal strength meter and internal antenna.
10. Receiver: Injection molded case, 5-1/2 by 3-3/4 by 2 inches mounted at scoreboard in accordance with instructions.
  11. Maximum range: 1,000 feet from control center to receiver.
  12. Power adapters: Provide for each scoreboard receiver.
    - a. Input: 120 volts, 0.4 amps, 50/60 Hz.
    - b. Output: 9 volts, 1.67 amps, 15 watts.
  13. Provide carrying case for up to two control centers.
    - a. Size: 18-1/2 x 14-1/2 x 6 inches.
    - b. Construction: Double wall, high density black polyethylene with padded interior, mechanical latches, and hinges.
8. Provide suitable, RF transparent, NEMA 4 enclosure for receiver, to be located upon scoreboard.

• **EXAMPLES OF SCOREBOARD STYLES**

**Item 1.** Scoreboard Example



**Item 2.** Scoreboard Example



# CITY OF GERMANTOWN ATHLETIC FIELDS SCOREBOARDS BID SHEET

The City of Germantown is seeking bidders for the removal of exiting scoreboards and proper disposal of old scoreboards; and the purchase and installation of eight (8) scoreboards for the athletic fields at the following City parks and athletic fields:

- |                      |                       |  |
|----------------------|-----------------------|--|
| ● Cameron-Brown Park | 8620 Farmington Blvd. | 4 ea. Baseball/Softball (8'x 3')<br>1 ea. Baseball (nine innings) (18'x3') |
| ● Houston Levee Park | 9755 Wolf River Blvd. | 3 ea. Baseball/Softball (8'x 3')   |

**Please provide all associated costs required to complete the following:**

## Scoreboards:

- **Item 1.** Seven (7) Outdoor 8' x 3' LED baseball/softball scoreboards and Seven (7) hand-held wireless controllers for per specifications. (Nevco Model **or Acceptable EQUAL**)

Manufacturer/Model: \_\_\_\_\_

Unit Price: \$ \_\_\_\_\_ Total Price: \$ \_\_\_\_\_

- **Item 2.** One (1) Outdoor 18' x 6' LED baseball/softball inning by inning scoreboard and One (1) hand-held wireless controller per specifications. (Nevco Model **or** Acceptable **EQUAL**)

Manufacturer/Model: \_\_\_\_\_

Unit Price: \$ \_\_\_\_\_ Total Price: \$ \_\_\_\_\_

### **Installation of Scoreboards:**

Installation of all eight (8) purchased scoreboards. Scoreboards are to be mounted and installed in accordance with manufacturer's recommendations.

Total Price:\$

### **Removal & Proper Disposal of Existing Scoreboards:**

Removal and proper disposal of all eight existing scoreboards from steel beams

Total Price:\$

**ADDITIONAL BID ITEMS (At the City's Option):**

**BID ALTERNATE NO. 1**

Purchase of Sponsor panels for all eight (8) scoreboards. Scoreboard panels are to be located above or below scoreboards. (Nevco Model **or Acceptable EQUAL**)

Unit Price:\$ \_\_\_\_\_

Total Price:\$ \_\_\_\_\_

**GENERAL INFORMATION:**

1. All items must be bid per the specifications or with **an acceptable equal**. Nothing in these specifications should be construed as vendor-specific or proprietary to any one manufacturer. Any reference to a specific brand or model number is intended to provide a guideline for an acceptable product or item. Any alternate equal products must be fully disclosed, described and supported with submitted documentations. The City staff will make the final decision on the selected product based on what best fits the needs for the City.
2. All specification sheets, data sheets, diagrams and drawings of the equipment proposed must be included with the bid documents.
3. The bidder must ensure that the bid submitted is complete and includes all equipment and parts necessary for a fully functioning scoreboard system.
4. All equipment specified under these bid specifications should include reasonable and typical product and installation warranties. Bidders must submit complete information describing the term and nature of all warranties provided. At a minimum, the scoreboards installation shall be warranted for at one (1) year.
5. The selected bidder will be required to enter into a standard Germantown contract and required insurance certifications as specified in these documents.
6. The City reserves the right to accept or reject any Bid, to accept a Bid containing variations from these specifications if the Bid so merits, and to accept partial Bids.

All pricing must be quoted F.O.B. Germantown, TN

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Delivery Date

\_\_\_\_\_  
Prices Effective Until (Date)

\_\_\_\_\_  
Telephone Number

BY: \_\_\_\_\_  
Signature and Title

BY: \_\_\_\_\_  
Print Signature

\_\_\_\_\_  
Facsimile Number

**CITY OF GERMANTOWN  
DRUG AND ALCOHOL TESTING POLICY**

All City of Germantown employees are subject to reasonable suspicion drug and alcohol testing. Employees in safety-sensitive positions, including, without limitation, police, fire and those who hold a commercial driver's license, are subject to pre-employment, reasonable suspicion, post-accident and random drug and alcohol testing. All BIDDERS are required to submit an affidavit, in the form attached hereto, that attests that such bidder operates a drug-free workplace program or other drug or alcohol testing program with requirements at least as stringent as that of the program operated by the City of Germantown. BIDDERS are hereby notified pursuant to Public Chapter 693 of the Public Acts of 2002 (codified as T.C.A. Section 50-9-114) that employers shall have seven (7) calendar days from the date that the successful BIDDER and the City of Germantown enter into the Contract & Agreement to file suit in the Shelby County Chancery Court to contest the Contract & Agreement issued to the successful BIDDER on the grounds that it violates said Public Chapter due to the fact that the successful BIDDER did not comply with said Public Chapter. Employers that do not contest the Contract & Agreement within said seven (7) calendar days by filing suit in Shelby County Chancery Court shall waive their rights to challenge the Contract for Services and/or Products for violation of the provisions of Public Chapter 693.

## **DRUG AND ALCOHOL ABUSE**

### **GENERAL POLICY**

This is to establish the City's policy regarding drug and alcohol use and the unlawful possession of controlled substances on City of Germantown premises. The City of Germantown Medical Benefits Program provides clinical treatment for employees and dependents who are experiencing the following disorders or conditions: Mental and Nervous Disorders Treatment, Alcohol and Drug Dependency. The City also provides an Employee Assistance Program.

### **SCOPE**

All employees of the City of Germantown.

### **PROVISIONS**

- A. City employees shall not take or be under the influence of any alcohol or illegal drugs while on duty. Employees may not be under the influence of legally prescribed or over-the-counter medications while on duty if such medications would impair their ability to safely and effectively perform their job.
- B. City employees are prohibited from the use, possession, manufacture, distribution and sale of drugs at any time, or of alcohol while on duty or while in or on City property or in City vehicles.
- C. All property belonging to the City is subject to inspection at any time without notice. Property includes, but is not limited to, vehicles, desks, containers, files, and storage lockers.
- D. City employees who have reason to believe another employee is illegally using drugs or narcotics, shall report the facts and circumstances immediately to the supervisor.
- E. All City employees are subject to reasonable suspicion drug and alcohol testing. Employees in safety-sensitive positions, including without limitation, police, fire and those who hold a commercial driver's license, are subject to pre-employment, reasonable suspicion, post-accident and random drug and alcohol testing. Testing procedures and other rules relating to drug and alcohol abuse are described in the City Drug and Alcohol Testing Policy or the respective department drug and alcohol policies.
- F. Failure to comply with the intent or provisions of this policy or the applicable drug and alcohol testing policy may be used as grounds for disciplinary action, up to and including termination. (See Policy on Disciplinary Action.)

**DRUG AND ALCOHOL TESTING ACKNOWLEDGMENT  
STATEMENT AND AFFIDAVIT**

Comes \_\_\_\_\_, for and on behalf of  
(*Printed name of Principal Officer of Company*)  
\_\_\_\_\_, (the "Company") and makes oath that:

(i) the Company has received a copy of the relevant portions of the City of Germantown Drug and Alcohol Testing Policy; (ii) the Company understands that it must have a drug and alcohol testing policy at least as stringent as that of the City of Germantown; and (iii) the Company has in effect a drug and alcohol testing policy at least as stringent as that of the City of Germantown.

\_\_\_\_\_  
Signature

Title: \_\_\_\_\_

Sworn to and subscribed before me, a Notary Public, this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

## **TITLE VI INFORMATION**

1. The City of Germantown agrees to comply with the Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), and the Department of Transportation Implementing Regulations (49 CFR Part 21) relative to the Contract which is the subject hereof.
2. The Contractor is requested, but is not obligated, to include the attached disclosure sheet, Voluntary Title VI and Title IX Form, with the Contractor's sealed bid.

## **VOLUNTARY TITLE VI AND TITLE IX FORM**

Attach form to sealed bid

For Title VI and Title IX compliance, the Contractor's voluntary disclosure of the following information is requested.

1. Number of Contractor's Employees Who Are:

\_\_\_\_\_ Male

\_\_\_\_\_ Female

2. Number of Contractor's Employees Who Are:

\_\_\_\_\_ Caucasian

\_\_\_\_\_ African-American

\_\_\_\_\_ Other (please specify) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**CONTRACTOR'S QUALIFICATIONS & REFERENCES  
CITY OF GERMANTOWN**

All bidders for this project must provide information about their business indicating that they have reasonable experience and adequate resources to perform the services under this contract.

At a minimum, the bidder must provide the following information and two (2) references for similar projects performed. Additional information about the bidder's experience, background or resources can be provided as an attachment to the submitted bid materials.

Name of Company \_\_\_\_\_

Business Address \_\_\_\_\_

Primary Contact Person \_\_\_\_\_ Telephone No. \_\_\_\_\_

Year Business Established \_\_\_\_\_

State of Tennessee License Number & Type \_\_\_\_\_

**Customer References**

1. Reference Name \_\_\_\_\_

Contact Name \_\_\_\_\_ Contact Telephone \_\_\_\_\_

Type of Services Performed \_\_\_\_\_

\_\_\_\_\_

2. Reference Name \_\_\_\_\_

Contact Name \_\_\_\_\_ Contact Telephone \_\_\_\_\_

Type of Services Performed \_\_\_\_\_

\_\_\_\_\_

## **GERMANTOWN INSURANCE REQUIREMENT CITY PROJECT CONTRACT**

The CONTRACTOR shall purchase and maintain such comprehensive general liability and other insurance as will provide protection from claims set forth below which may arise out of or result from the CONTRACTOR'S performance of the work and the CONTRACTOR'S other obligations under the Contract Documents, whether such performance is by the CONTRACTOR, by any Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. Claims under workers' or workmen's compensation, disability benefits and other similar employee benefit acts;
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of the CONTRACTOR'S employees;
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the CONTRACTOR'S employees;
4. Claims for damages which may be insured by personal injury liability coverage which are sustained (i) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (ii) by any other person for any other reason;
5. Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting there from;
6. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle; and
7. Claims by third parties for bodily injury and property damage arising or resulting from the CONTRACTOR's failure to comply with any obligation undertaken by him pursuant to the Contract Documents.

The automobile general liability insurance required by this Contract shall include the specific coverage's and be written for not less than \$500,000 bodily injury and \$100,000 property damage.

The comprehensive general liability insurance required by this Contract shall include the specific coverage's and shall be written for not less than \$1 million combined per occurrence limit or \$3 million aggregate limit with the entire aggregate limits dedicated to this particular job.

The CONTRACTOR shall have and maintain during the life of the Contract for Services and/or

Products such Property Insurance upon his entire work at the site to the full insurable value thereof. This insurance shall protect the City of Germantown, as its interest may appear in the work, and shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for the physical loss or damage including, without duplication of coverage, theft, vandalism and malicious mischief.

All such insurance shall be set out on the Certificate of Insurance (form included for both occurrence and aggregate policy) executed by an insurance company or insurance companies authorized to do business in the State of Tennessee. The Certificate of Insurance shall contain the following provision:

"Should any of the described policies on the attached Certificate of Insurance be cancelled, non-renewed or reduced in coverage – the issuing insurance company will mail 30 days prior written notice to: **The City of Germantown, Risk Management Department, P.O. Box 38809 Germantown, TN 38138-0809**, by registered mail, return receipt request."

All such insurance shall remain in effect until final acceptance and at all times thereafter when the CONTRACTOR may be correcting, removing or replacing defective work in accordance with the Contract for Services and/or Products.

The comprehensive general liability insurance required by this section will include contractual liability insurance applicable to the CONTRACTOR'S obligations under the Contract for Services and/or Products.



# CERTIFICATE OF INSURANCE

<b>PRODUCER</b> Agency Address City                      State                      Zip	DATE    8/30/2004 <b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b>
<b>INSURED</b> Insured Address City                      State                      Zip	<b>COMPANIES AFFORDING COVERAGE</b> COMPANY LETTER <b>A</b> Company COMPANY LETTER <b>B</b> COMPANY LETTER <b>C</b>

## COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO	LT	TYPE OF INSURANCE	POLICY NUMBER	POLICY PERIOD	LIMITS
A		<b>GENERAL LIABILITY</b>			
	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY	Policy #	Date Date	GENERAL AGGREGATE
		CLAIMS MADE			PRODUCTS/COMPLETED OPER. AGGR.
		PERSONAL INJURY LIABILITY			PERSONAL & ADVERTISING INJURY
					EACH OCCURRENCE
					DAMAGE TO RENTED PREMISES
					MEDICAL EXPENSE (ANY ONE PERSON)
					PER OCCURRENCE
A		<b>AUTOMOBILE LIABILITY</b>			
	<input checked="" type="checkbox"/>	OWNED AUTOS	Policy #	Date Date	<b>TORT</b>
	<input checked="" type="checkbox"/>	HIRED AUTOS			COMBINED SINGLE LIMIT
	<input checked="" type="checkbox"/>	NON-OWNED AUTOS			
		PHYSICAL DAMAGE			
A		<b>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</b>			
			Policy #	Date Date	<b>WC STATUTORY LIMITS</b>
					EL-EACH ACCIDENT
					EL-DISEASE-POLICY LIMIT
					EL-DISEASE EACH EMPLOYEE
A		<b>Umbrella</b>			
			Policy #	Date Date	LIABILITY LIMIT EACH OCCURRENCE
					LIABILITY AGGREGATE LIMIT
					REATAINED LIMIT
A		<b>BUILDERS RISK</b>			
		PER PROJECT			LIMIT PER LOCATION
		<b>OTHER</b>			

**LOCATION OF PREMISES/DESCRIPTION OF PROPERTY/DESCRIPTION OF OPERATIONS/DESCRIPTION OF VEHICLES/SPECIAL ITEMS**  
 City of Germantown Named as Additional Insured per Endorsement 2010 (11/85)

CERTIFICATE HOLDER	CANCELLATION
City of Germantown C/O Risk Manager 1930 Germantown Road S Germantown, Tn. 38138	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, <hr/> <b>AUTHORIZED REPRESENTATIVE</b> Producer

**CITY OF GERMANTOWN**  
**Certificate of Insurance Attachment**

Named Insured: \_\_\_\_\_

Project: Athletic Fields Scoreboards

This is to certify that insurance policies listed on the attached certificate of insurance contain the following:

1. General Liability Insurance Includes:
  - Premises/Operations
  - Products/Completed Operations
  - Broad Form Property Damage
  - Blanket Contractual Coverage
  - X (Explosion), C (Collapse) and U (Underground) Coverage
  - Independent Contractors
2. The City of Germantown is named as an Additional Insured on the General Liability, using a CG 2010 (11/85) endorsement, for the referenced project and the City of Germantown is named additional insured on the Business Auto Coverage.
3. Insured agrees to “Waive its Right of Subrogation” against the City of Germantown relative to Workers Compensation, General Liability, and Auto.
4. Cancellation Clause is amended to read: Should any of the described policies on the attached Certificate of Insurance be cancelled, non-renewed or reduced in coverage – the issuing insurance company will mail 30 days prior written notice to: **The City of Germantown, Risk Management Department, P.O. Box 38809 Germantown, TN 38138-0809**, by registered mail, return receipt request.

Agency or Company: \_\_\_\_\_

Authorized Agency Representative: \_\_\_\_\_  
(Signature)

Date Issued: \_\_\_\_\_

## **CONTRACT FOR SERVICES AND/OR PRODUCTS**

THIS CONTRACT FOR SERVICES AND/OR PRODUCTS (herein "**Contract**") is made and entered into this \_\_\_\_\_ day of December, 2012 by and between the CITY OF GERMANTOWN, TENNESSEE, a Tennessee municipal corporation, (herein the "**CITY**") and \_\_\_\_\_ [insert name of **CONTRACTOR**], a \_\_\_\_\_ [State where **CONTRACTOR** established, but only if an entity, not applicable to sole proprietorships] \_\_\_\_\_ [type of entity – e.g., corporation, LLC, partnership, sole proprietorship] (herein the "**CONTRACTOR**").

### **W I T N E S S E T H:**

WHEREAS, the CITY desires to contract with a provider of electronic scoreboards for athletic fields and other related services and/or products (herein the "**Contract Items**"), and

WHEREAS, the **CONTRACTOR** has the requisite experience, abilities and resources to perform and/or furnish the foregoing, and

WHEREAS, the **CONTRACTOR** desires to enter into this Contract as an independent contractor and is ready, willing and able to provide the services and/or furnish the products in accordance with the terms of and subject to the conditions in this Contract.

NOW, THEREFORE, for good and valuable consideration, received or to be received, the sufficiency of which the parties acknowledge, the parties agree as follows:

#### **1.00 SCOPE OF CONTRACT**

The **CONTRACTOR** is to furnish the services and/or products as specified in the Invitation to Bid issued by the CITY under "**ATHLETIC FIELDS SCOREBOARDS** (herein the "**Invitation to Bid**") and any amendments thereto. The Invitation to Bid and any amendments thereto are attached hereto as **Exhibit "A"** and incorporated by reference herein and made a part hereof. Unless otherwise specified herein, the **CONTRACTOR** is to furnish all materials, tools, equipment, manpower, and consumables necessary to complete the Contract Items.

#### **2.00 TERM OF CONTRACT**

The **CONTRACTOR** shall fully perform the Contract Items **Thirty (30) days from issuance by the CITY of a Notice to Proceed and not later than January 31, 2013.**

#### **3.00 COMPENSATION**

3.01. Amount of Compensation. The **CONTRACTOR** agrees to provide the services, equipment and products as specified in its bid to the CITY at the cost specified in said bid and amendments, if any, the bid and any amendments thereto being attached hereto as **Exhibit "B"** and incorporated by reference herein and made a part hereof. The amount as specified in **Exhibit "B"** may be increased or decreased by the CITY under Section 4.00 of this Contract ("**Additional Services**"), through the issuance of an Addendum. Any prices specified in this Contract or an Addendum thereto will remain in effect for the term of this Contract or any extensions thereof.



3.02. Payment of Compensation. All invoices received by the CITY are payable within thirty (30) days from receipt, provided they have first been approved by the CITY department that is the beneficiary of the Contract Items, and such department has accepted the Contract Items. The CITY reserves the right to partially pay any invoice submitted by the CONTRACTOR when requested to do so by the CITY department that is the beneficiary of the Contract Items. All invoices shall be directed to the Accounts Payable Department, City of Germantown, 1930 South Germantown Road, Germantown, Tennessee 38138. In the event any Contract Items are deemed unacceptable, the CITY'S representative shall notify the CONTRACTOR of the deficiencies in writing and the CITY may withhold payment until the deficiencies are corrected to the satisfaction of the CITY, such determination to be made in the sole and absolute discretion of the CITY. All invoices must clearly indicate the Purchase Order number.

#### **4.00 ADDITIONAL SERVICES**

In the event the CITY requests that the CONTRACTOR perform additional services and/or furnish additional products not covered by this Contract, the CONTRACTOR shall perform such additional services after the CITY and the CONTRACTOR enter into an equitable agreement regarding the additional services and/or products.

#### **5.00 NOTICE TO PROCEED**

The CONTRACTOR shall commence to perform and/or furnish the Contract Items called for under this Contract upon the written Notice to Proceed issued by the CITY.

#### **6.00 CONFLICT OF INTEREST**

The CONTRACTOR declares that neither the Mayor, nor any Aldermen, nor any other CITY official or employee holds a direct or indirect interest in this Contract. The CONTRACTOR pledges that it will notify the CITY in writing should any CITY official become either directly or indirectly interested in this Contract. The CONTRACTOR declares that as of the date of this declaration that it has not given or donated or promised to give or donate, either directly or indirectly, to any official or employee of the CITY, or to pay anyone else for the benefit of any official or employee of the CITY any sum of money or other thing of value for aid or assistance in obtaining this Contract. The CONTRACTOR further pledges that neither it nor any of its owners, officers or employees will give or donate or promise to give or donate, directly or indirectly, to any official or employee of the CITY or anyone else for the benefit thereof any sum of money or other thing of value for aid or assistance in obtaining any change order to this Contract.

#### **7.00 COMPLIANCE WITH LAWS**

The CONTRACTOR agrees to observe and to comply at all times with all applicable Federal, State, and local laws, ordinances, and regulations in any manner affecting the provision of the Contract Items and to comply with all instructions and orders issued by the CITY regarding the Contract Items.

## **8.00 TERMINATION**

Upon thirty (30) days written notice, with or without cause, the CITY may terminate this Contract. Following such termination, the CITY and the CONTRACTOR shall agree upon an amount of payment for all Contract Items properly performed or furnished prior to the effective date of termination.

## **9.00 WARRANTY**

The CONTRACTOR warrants that the Contract Items, including any equipment and products provided shall: in the case of services (i) conform to all applicable standards of care and practice in effect at the time the service is performed; (ii) be of the highest quality; and (iii) be free from all faults, defects or errors; and in the case of products meet the specifications in the Invitation to Bid. The CONTRACTOR warrants that all equipment and products provided shall be furnished to the CITY in good and working condition. If the CONTRACTOR is notified in writing by the CITY of any faulty Contract Items furnished by the CONTRACTOR, the CONTRACTOR shall, at the CITY'S option, either: (i) perform again the relevant Contract Items to correct such fault, defect or error, at no additional cost to the CITY; or (ii) refund to the CITY the charge paid by the CITY which is attributable to such portions of the faulty, defective or erroneous Contract Items, including any costs for re-provision of the relevant Contract Items by other contractors. The CONTRACTOR warrants that all products provided by the CONTRACTOR shall be merchantable, be fit for the purpose intended and shall meet the specifications of the Invitation to Bid. The CONTRACTOR shall be liable for secondary, incidental or consequential damages of any nature resulting from any work performed under this Contract.

## **10.00 FORCE MAJEURE**

The obligations of CONTRACTOR hereunder are subject to and shall be excused in the event of riots, wars, and Acts of God.

## **11.00 INSURANCE**

11.01. Comprehensive General Liability Insurance. The CONTRACTOR, at its own expense, shall keep in force and at all times maintain during the term of this Contract Comprehensive General Liability Insurance issued by a responsible insurance company and in a form acceptable to the CITY, coverage for CONTRACTOR on an occurrence basis against claims for bodily injury, death or property damage with combined single limits of not less than One Million Dollars (\$1,000,000) for Bodily Injury and Property Damage.

11.02. Automobile Liability Insurance. The CONTRACTOR, at its own expense, shall keep in force and at all times maintain during the term of this Contract Automobile Liability coverage in the minimum amount of Five-Hundred Thousand Dollars (\$500,000) combined single limits for Bodily Injury and Property Damage.



11.03. Workers' Compensation Coverage. The CONTRACTOR, at its own expense, shall keep in force and at all times maintain during the term of this Contract full and complete Workers' Compensation Coverage as required by State of Tennessee law.

11.04. Certificates of Insurance. The CONTRACTOR shall provide the CITY with Certificates of Insurance on all the policies of insurance and renewals thereof in forms acceptable to the CITY. Said Comprehensive General Liability policy shall provide that the CITY be an additional insured. The CITY shall be notified in writing of any reduction, cancellation or substantial change of said policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to the CITY and licensed and authorized to do business under the laws of the State of Tennessee.

## **12.00 CLAIMS, LIABILITY AND INDEMNITY**

The CONTRACTOR shall assume all risk in connection with the performance of this Contract, and shall be liable for any damages to persons or property resulting from negligence of the CONTRACTOR, its agents, servants, and employees in connection with the prosecution and completion of the Contract Items covered by this Contract. The CONTRACTOR agrees that it will indemnify and hold the CITY and its employees harmless from all claims of any type and for any expenses and costs, including attorney's fees and court costs which may be incurred by the CITY, arising from the acts, errors, or omissions of the CONTRACTOR, its agents, servants and employees in the performance of this Contract, and the CONTRACTOR will carry sufficient general liability insurance to provide the above indemnification. The indemnities set forth herein shall survive any termination of this Contract.

## **13.00 ATTORNEY'S FEES**

If any legal action or other proceeding is brought for the enforcement of this Contract or because of any alleged dispute, breach, default, or misrepresentation in connection with any provisions of the Contract and the CITY is successful therein, the CITY shall be entitled to recover from the CONTRACTOR reasonable attorney's fees, court costs and all expenses even if not taxable or assessable as court costs (including, without limitation, all such fees, costs and expenses incident to appeal) incurred in that action or proceeding in addition to any other relief to which the CITY may be entitled.

## **14.00 EQUAL EMPLOYMENT OPPORTUNITY**

14.01. Non-discrimination. In carrying out the Contract Items under this Contract, the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin or sex. The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin or sex. Such action shall include, but not be limited to, the following: employing; upgrading; demoting; transferring; recruiting or paying recruitment compensation; and selecting for training, including apprenticeships.

14.02. Posting and Advertising. The CONTRACTOR agrees to post in conspicuous spaces available to employees and applicants for employment, a notice to be provided by the

CITY, setting forth the provisions of this non-discrimination clause. The CONTRACTOR shall, in all solicitations for advertisements for employees placed by, or on behalf of, the CONTRACTOR, state that all qualified applicants shall receive consideration for employment without regard to race, creed, color, national origin or sex. The CONTRACTOR shall incorporate the foregoing requirements of this Paragraph 14.02 in all subcontracts, if any, for services or products covered by this Contract.

#### **15.00 TRANSFER, ASSIGNMENT OR SUBLETTING**

This Contract shall not be transferred or assigned or sublet without prior written consent of the CITY.

#### **16.00 SAFETY MEASURES**

The CONTRACTOR shall take all necessary precautions for the safety of the CITY'S and CONTRACTOR'S employees and the general public and shall erect and properly maintain at all times all necessary vehicular and facility safeguards for the protection of workmen and the public. If necessary, the CONTRACTOR shall post signs warning against hazards in and around the site where the CONTRACTOR is furnishing Contract Items.

#### **17.00 FAMILIARITY WITH THE CONTRACT ITEMS**

The CONTRACTOR, by executing this Contract, acknowledges full understanding of the extent and character of the Contract Items required and the conditions surrounding the provision thereof. The CITY will not be responsible for any alleged misunderstanding of the Contract Items to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Contract by the CONTRACTOR serves as the CONTRACTOR'S stated commitment to fulfill all the conditions referred to in this Contract.

#### **18.00 ENTIRE AGREEMENT**

This Contract and all exhibits hereto constitute the entire agreement and understanding between the parties relating to the subject matter herein and shall not be modified, altered, changed or amended unless in writing and signed on behalf of the parties. Each and every modification and amendment of this Contract must be in writing and signed by all of the parties hereto. Each and every waiver of any covenant, representation, warranty, or other provision of this Contract must be in writing and signed by each party whose interest is adversely affected by such waiver. No waiver granted in any one instance shall be construed as a continuing waiver applicable in any other instance.

#### **19.00 PERMITS, LICENSES AND CERTIFICATES**

The CONTRACTOR is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for the proper execution and completion of the Contract Items under this Contract.

## **20.00 FIRE, THEFT, LOSS**

The CONTRACTOR is responsible for all damage or loss by fire, theft or otherwise to materials, tools, equipment, and consumables left on CITY property by the CONTRACTOR.

## **21.00 CONTRACTING AUTHORITY**

The persons executing this Contract on behalf of the CITY and the CONTRACTOR hereby personally represent and warrant to all other parties that they have been duly authorized to execute and deliver this Contract.

## **22.00 GOVERNING LAW**

This Contract is being executed and delivered and is intended to be performed in the State of Tennessee, and the laws (without regard to principles or conflicts of law) of such state, and of the United States of America shall govern the rights and duties of the parties hereto in the validity, construction, enforcement and interpretation hereof. Any litigation brought with respect to this Contract shall be brought in a court of competent jurisdiction in Shelby County, Tennessee and the CONTRACTOR hereby consents to the jurisdiction of such courts.

## **23.00 OPPORTUNITY FOR REVIEW**

Each party has received and had the opportunity to review this Contract, and each party has had the opportunity, whether exercised or not, to have each respective party's attorneys review this Contract; and, accordingly, the normal rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Contract.

## **24.00 SECTION HEADINGS**

The section headings contained in this Contract are for convenience of reference purposes only and are not intended to qualify the meaning of any section and shall not affect the interpretation of this Contract.

## **25.00 NOTICES**

All notices, demands, and requests required or permitted by this Contract shall be in writing and shall be sent by facsimile transmission, air or other courier, or hand delivery as follows:

- (i) To: City of Germantown  
1930 South Germantown Road  
Germantown, TN 38138  
Facsimile: (901) 757-7258

(ii) To: **[Insert Name of CONTRACTOR]**

\_\_\_\_\_  
\_\_\_\_\_  
Facsimile: ( ) \_\_\_\_\_

Any notice, demand, or request sent by facsimile transmission shall be deemed given for all purposes under this Contract when properly transmitted by telecommunication device. Any notice, demand, or request which is hand delivered or sent by air or other courier shall be deemed given for all purposes under this Contract when received.

Any party to this Contract may change such party's address and/or telecopier number for the purpose of notices, demands and requests required or permitted under this Contract by providing written notice of such change of address to all of the parties, which change of address shall only be effective when notice of the change is actually received by the party who thereafter sends any notice, demand or request.

#### **26.00 SEVERABILITY**

If any provision of this Contract is held to be unlawful, invalid or unenforceable under present or future laws effective during the terms hereof, such provision shall be fully severable and this Contract shall be construed and enforced as if such unlawful, invalid, or unenforceable provision were not contained herein or by its severance herefrom. In addition, in lieu of such unlawful, invalid or unenforceable provision, there shall be added automatically as a part hereof a provision as similar in terms to such unlawful, invalid, or unenforceable provisions as may be possible and may be lawful, valid or unenforceable. Furthermore, if any provision of this Contract is capable of two constructions, one of which would render the provision void and the other which would render the provision valid, then the provision shall have the meaning which renders it valid.

#### **27.00 NO CONSENT TO BREACH**

No consent or waiver, express or implied, by any party to this Contract to or of any breach or default by the other party to this Contract in the performance by such other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default of the same or any other obligations hereunder. Failure on the part of any party to this Contract to complain of any act or failure to act of any other party to this Contract, or to declare such party in default, irrespective of how long such failure continues, shall not constitute a waiver by the non-defaulting party of its rights hereunder.

#### **28.00 OTHER INSTRUMENTS**

The parties shall execute and deliver all other appropriate supplemental agreements and other instruments and take any other action necessary to make this Contract fully and legally effective, binding and enforceable as between the parties and as against third parties.

## **29.00 COUNTERPARTS**

This Contract may be executed in multiple counterparts, each one of which shall be deemed an original but all of which shall be considered together as one and the same instrument.

## **30.00 AGREEMENT CONTROLLING**

To the extent that any provision hereof is inconsistent with a provision contained in the bid, the provision contained herein shall govern.

[Signatures to follow on next page.]

WITNESS THE DUE EXECUTION HEREOF.

**THE CITY OF GERMANTOWN**

**[INSERT NAME OF CONTRACTOR]**

By: \_\_\_\_\_  
Sharon Goldsworthy, Mayor

By: \_\_\_\_\_  
Its: \_\_\_\_\_

CONTRACTOR's Mailing Address:

\_\_\_\_\_  
\_\_\_\_\_

CONTRACTOR's Telephone Number:

(\_\_\_\_\_)\_\_\_\_\_

CONTRACTOR's Facsimile Number:

(\_\_\_\_\_)\_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
City Clerk/Recorder

APPROVED AS TO FORM AND CONTENT:

\_\_\_\_\_  
City Attorney

**EXHIBIT “A”**

**Invitation to Bid: “Athletic Fields Scoreboards”**

**EXHIBIT “B”**

**CONTRACTOR’S Bid**